

REMARKS/ARGUMENTS

Claims 1-58 are pending in the application. Claims 1-5, 8-11, 15-17, 23, 24, 29, 30, 38-45 and 57 are rejected as anticipated under 35 U.S.C. 102(e), and claims 6, 7, 12-14, 18-22, 25-28, 31-37, 46-56, and 58 are rejected as obvious under 35 U.S.C. 103(a).

Claim Amendments

Amended independent method claims 1, 56, 57, and 58 and independent system claim 38 propose respectively, methods and a system for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service and that the customer must have registered with the billing service. (See, e.g., Specification, p. 6, line 23-p. 8, line 12; p. 10, lines 17-26; p. 10, line 27-p. 11, line 15; and Figs. 1-3).

Amended independent claim 56 proposes further that the details of the payment instrument that are generated for the transaction consist of at least the payment amount for the transaction and a unique identification number for the transaction embedded with a bank identification number of the customer's bank's credit card authorization server for routing the request for authorization to said customer's bank's credit card authorization server; that the request for authorization of the transaction for the customer according to the payment instrument details is received by said customer's bank's credit card authorization server; and that the transaction with the vendor is authorized for the customer by said customer's bank's credit card authorization server. (See, e.g., Specification, p. 8, lines 27-30; p. 10, lines 10-14; p. 11, lines 9-28; and Figs. 1-3).

Support for the foregoing amendment is found throughout the specification and in the claims and as detailed above. Accordingly, no new matter has been added.

Claim Rejections - 35 U.S.C. § 102

Claims 1-5, 8-11, 15-17, 23, 24, 29, 30, 38-45 and 57 stand rejected as anticipated by Bartoli (US 6047268) under 35 U.S.C. 102(e). The rejection is traversed and reconsideration is requested. The reference asserted does not read on the claimed invention in at least the following respects:

- Instead of methods and a system for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claims 1, 38, and 58, Bartoli imposes as a prerequisite for performing an on-line transaction by a customer that the on-line vendor must first have entered a billing agreement with a billing service before any customer can shop with the vendor (See, e.g., Bartoli et al., Col. 5, lines 47-50; Col 7, lines 6-28), and as pointed out in the application, a key advantage of Applicant's invention is that there is no need for a special accommodation with the Internet vendor in order for customers to use the payment instrument according to Applicant's invention, as any vendor that accepts credit card transactions can accept and process payment via the payment instrument of Applicant's invention the same as a credit card transaction (See, e.g., p. 3, lines 9-14.)
- Further, instead of methods and a system for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the customer must have registered with the billing service, as likewise recited in amended claims 1, 38, and 58, Bartoli et al., imposes as an additional pre-condition that the customer also must first have registered with the same billing service as the subscribing vendor in order to shop with the particular vendor. See, e.g., Bartoli et al., Col. 4, line 37-Col. 5, line 44; Col 7, lines 6-28.

Consequently, Bartoli fails to disclose or even suggest the required combination of

limitations of amended claims 1, 38, and 57. Because each and every element as set forth in amended claims 1, 38, and 57 is not found, either expressly or inherently in Bartoli, the Examiner has failed to establish the required *prima facie* case of unpatentability. See Verdegaaal Bros. v. Union Oil Co. of California, 814 F.2d 628 (Fed. Cir. 1987); See also MPEP §2131. The Examiner has failed to establish the required *prima facie* case of unpatentability for amended independent claims 1, 38, and 57, and similarly has failed to establish a *prima facie* case of unpatentability for claims 2-5, 8-11, 15-17, 23, 24, 29, and 30 that depend on claim 1 and claims 39-45 that depend on claim 38, and which recite further specific elements that have no reasonable correspondence with the references.

Claim Rejections - 35 U.S.C. § 103

Claims 6 and 7 depending on claim 1 stand rejected as obvious over Bartoli in view of Leher (WO 9526536) under 35 U.S.C. § 103(a); claims 12-14 depending on claim 1 stand rejected as obvious over Bartoli in view of Tedesco (US 6282523) under 35 U.S.C. § 103(a); claim 18 depending on claim 1 stands rejected as obvious over Bartoli in view of Mori (US 6073839) under 35 U.S.C. § 103(a); claims 9-22 depending on claim 1 stand rejected as obvious over Bartoli in view of Van Horne (EP 0899925) under 35 U.S.C. § 103(a); claims 25-28 depending on claim 1 stand rejected as obvious over Bartoli in view of Wolff (US 6247047) under 35 U.S.C. § 103(a); claims 31-33 depending on claim 1 stand rejected as obvious over Bartoli in view of Moore (US 6330575) under 35 U.S.C. § 103(a); claim 34 depending on claim 1 stands rejected as obvious over Bartoli in view of Franklin (US 5883810) under 35 U.S.C. § 103(a); claim 35 depending on claim 1 stands rejected as obvious over Bartoli in view of Adams (EP 0485090) under 35 U.S.C. § 103(a); claim 36 depending on claim 1 stands rejected as obvious over Bartoli in view of Tsakanikas (US 5570465) under 35 U.S.C. § 103(a); and claim 37 depending on claim 1 stands rejected as obvious over Bartoli in view of Cozzi (“Embedded in SQL in RPG”) under 35 U.S.C. § 103(a). In addition, claim 46 depending on claim 38 stands rejected as obvious over Bartoli in view of Mori under 35 U.S.C. § 103(a); claims 47 and 48 depending on claim 38 stand rejected as obvious over Bartoli in view of Van Horne under 35 U.S.C. § 103(a); claims 49-52 depending on claim 38 stand rejected as obvious over Bartoli in view of Wolff under 35

U.S.C. § 103(a); and claims 53-55 depending on claim 38 stand rejected as obvious over Bartoli in view of Moore under 35 U.S.C. § 103(a). Further, independent claim 56 stands rejected as obvious over Bartoli in view of Watson (US 626624) under 35 U.S.C. § 103(a); and independent claim 58 stands rejected as obvious over Lineham (US 6327578) in view of Bartoli under 35 U.S.C. § 103(a). The rejection is traversed and reconsideration is requested.

As noted above, Bartoli fails to disclose or even suggest the required combination of limitations of amended independent claims 1 and 38, and the proposed modifications lack one or more limitations recited in claims 6, 7, 12-14, 18-22, 25-28, and 31-37 depending on claim 1 and claims 46-55 depending on claim 38 in at least the following respects:

- Regarding claims 6 and 7 depending on claim 1, as noted above, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claims 6 and 7 that depend on claim 1, and Leher et al. fails to remedy the deficiencies of Bartoli et al. Instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 1, Leher et al. teaches a method and system for selecting and ordering products that allows a consumer to access and request information relating to the consumer's credit card account, debit card account, and accounts containing funds available for electronic transfer and to display, input, modify or delete information. See, e.g., Leher et al., p. 4, line 7-p. 5, line 26; p. 40, line 21-p. 41, line 2.
- Regarding claims 12-14 depending on claim 1, as noted above, Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claims 12-14 that depend on claim 1, and Tedesco et al. fails to remedy the deficiencies of Bartoli et al. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in

which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 1, Tedesco et al.

teaches a method and apparatus that allows a bank customer to put a hold on his checking account to cover a check, which the holder of the check can verify with the bank using a code given to the bank customer for that purpose by the bank. See, e.g., Tedesco et al., Abstract.

- Regarding claim 18 depending on claim 1, as already noted, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claim 18 that depends on claim 1, and Mori et al. fails to remedy the deficiencies of Bartoli et al. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 1, Mori et al. teaches a server system storing electronic transaction procedures, such as means of payment settlement, amount of the deal, the purchased commodity, and the financial institutions participating in the payment settlement, which is distributed through a network, and when the buyer inputs settlement information, that information is sent to the transaction server, which generates an electronic transaction ID for identifying the particular transaction procedure. See, e.g., Mori et al., Col 1, line 8-Col 2, line 9; Col 2, lines 20-52; Col 16, lines 26-29.
- Regarding claims 9-22 depending on claim 1, as noted above, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claims 19-22 that depend on claim 1, and Van Horne fails to remedy the deficiencies of Bartoli et al. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer

without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 1, Van Horne teaches a communications network which allows remote connection of client computers to the Internet via a server system that is capable of tracking, and billing usage time, a record of which is stored in a usage activity in a database, together with user identification and billing information, such as charge type, credit card holder name and expiration date. See, e.g., Van Horne, et al., Abstract; par 0018; sect. 0093.

- Regarding claims 25-28 depending on claim 1, as noted previously, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claims 25-28 that depend on claim 1, and Wolff fails to remedy the deficiencies of Bartoli et al.. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 1, Wolff teaches a computer network which allows a customer to click on an ad banner embedded with a product identifier and IP address of a host computer which uses the identifier to retrieve and display information about the product, along with an input form and a confirmation form, for the user. See, e.g., Wolff, Abstract; Col 8, line 65-Col 9, line 15.
- Regarding claims 31-33 depending on claim 1, as noted previously, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claims 31-33 that depend on claim 1, and Moore fails to remedy the deficiencies of Bartoli et al. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must

have entered a billing agreement with a billing service, as recited in amended claim 1, Moore et al. teaches a web server hosting a web page with a link to a transaction server embedded in the web page, to which is sent the information that the transaction server uses to process a purchase when the purchase is requested, including credit card verification, purchase amount authorization, and funds transfer, if needed. See, e.g., Moore et al., Col 3, lines 23-40; Col 5, lines 11-26.

- Regarding claim 34 depending on claim 1, as noted previously, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claim 34 that depend on claim 1, and Franklin fails to remedy the deficiencies of Bartoli et al.. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 1, Franklin teaches an online commerce card that exists only in digital form but that is linked to a permanent account number at the issuing bank, which allows the customer to use the temporary number as a proxy for the account number with a merchant who handles the temporary number like a credit card number, and when the merchant requests authorization, the bank associates the temporary number with the account number. See, e.g., Franklin et al., Abstract; Col 9, lines 30-42.
- Regarding claim 35 depending on claim 1, as noted previously, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claim 35 that depends on claim 1, and Adams fails to remedy the deficiencies of Bartoli et al. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 1,

Adams teaches a POS terminal modified to store a list of invalid or expired credit card accounts to detect and refuse credit card authorization if an attempt is made to use such a card. See, e.g., Adams, Abstract; Col 6, lines 15-21.

- Regarding claim 36 depending on claim 1, as previously noted, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claim 36 that depends on claim 1, and Tsakanikas fails to remedy the deficiencies of Bartoli et al.. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 1, Tsakanikas teaches use of a global computer network for printing legal currency and/or negotiable instruments on a fax or telecopier, laser printer, or ATM by inputting information from a remote location that allows a remote user to enter data and select a transaction, such as transferring money between accounts, withdrawing currency and debiting an account in the amount withdrawn, paying bills, and drafting official documents. See, e.g., Tsakanikas, Abstract; Col 12, lines 6-11.
- Regarding claim 37 depending on claim 1, as already noted the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 1 and similarly has failed to establish a *prima facie* case of unpatentability for claim 37 that depends on claim 1, and Cozzi fails to remedy the deficiencies of Bartoli et al.. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 1, Cozzi, simply observes that SQL is rich in its ability to manipulate data within a database table, while the RPG language's simple design provides a fast and efficient means of

retrieving, updating, writing, and deleting database records. See, e.g., Cozzi, Abstract.

- Regarding claim 46 depending on claim 38, as already noted, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 38 and similarly has failed to establish a *prima facie* case of unpatentability for claim 46 that depends on claim 38, and Mori et al. fails to remedy the deficiencies of Bartoli et al. On the contrary, instead of a system for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 38, Mori et al. teaches a server system storing electronic transaction procedures, such as means of payment settlement, amount of the deal, the purchased commodity, and the financial institutions participating in the payment settlement, which is distributed through a network, and when the buyer inputs settlement information, that information is sent to the transaction server, which generates an electronic transaction ID for identifying the particular transaction procedure. See, e.g., Mori et al., Col 1, line 8-Col 2, line 9; Col 2, lines 20-52; Col 16, lines 26-29.
- Regarding claims 47 and 48 depending in claim 38, as noted above, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 38 and similarly has failed to establish a *prima facie* case of unpatentability for claims 47 and 48 that depend on claim 38, and Van Horne fails to remedy the deficiencies of Bartoli et al. On the contrary, instead of a system for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 38, Van Horne teaches a communications network which allows remote connection of client computers to the Internet via a server system that is capable of tracking, and billing usage time, a record of which is stored in a usage

activity in a database, together with user identification and billing information, such as charge type, credit card holder name and expiration date. See, e.g., Van Horne, et al., Abstract; par 0018; sect. 0093.

- Regarding claims 49-52 depending on claim 38, as noted previously, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 38 and similarly has failed to establish a *prima facie* case of unpatentability for claims 49-52 that depend on claim 38, and Wolff fails to remedy the deficiencies of Bartoli et al.. On the contrary, instead of a system for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 38, Wolff teaches a computer network which allows a customer to click on an ad banner embedded with a product identifier and IP address of a host computer which uses the identifier to retrieve and display information about the product, along with an input form and a confirmation form, for the user. See, e.g., Wolff, Abstract; Col 8, line 65-Col 9, line 15.
- Regarding claims 53-55 depending on claim 38, as noted previously, the Examiner has failed to establish the required *prima facie* case of unpatentability for independent claim 38 and similarly has failed to establish a *prima facie* case of unpatentability for claims 53-55 that depend on claim 38, and Moore fails to remedy the deficiencies of Bartoli et al. On the contrary, instead of a system for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 38, Moore et al. teaches a web server hosting a web page with a link to a transaction server embedded in the web page, to which is sent the information that the transaction server uses to process a purchase when the purchase is requested, including credit

card verification, purchase amount authorization, and funds transfer, if needed. See, e.g., Moore et al., Col 3, lines 23-40; Col 5, lines 11-26.

The claimed combinations recited in amended independent claims 1 and 38 are not taught or suggested by Bartoli, Tedesco, Mori, Van Horne, Wolff, Moore, Franklin, Adams, Tsakanikas, and/or Cozzi, either separately or in combination with one another. Because the cited references, either alone or in combination, do not teach the limitations of amended claims 1, the Examiner has failed to establish the required *prima facie* case of unpatentability. See In re Royka, 490 F.2d 981, 985 (C.C.P.A., 1974) (holding that a *prima facie* case of obviousness requires the references to teach all of the limitations of the rejected claim); See also MPEP §2143.03. Similarly, the Examiner has failed to establish a *prima facie* case of unpatentability for claims 6, 7, 12-14, 18-22, 25-28, and 31-37 depending on claim 1 and claims 46-55 depending on claim 38 and which recite further specific elements that have no reasonable correspondence to the references.

Regarding independent claim 56, Bartoli and/or Watson fail to teach or suggest the claimed invention either separately or in combination with one another in at least the following respects:

- Instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 56, Bartoli imposes as a prerequisite for performing an on-line transaction by a customer that the on-line vendor must first have entered a billing agreement with a billing service before any customer can shop with the vendor (See, e.g., Bartoli et al., Col. 5, lines 47-50; Col 7, lines 6-28).
- Further, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the customer must have registered with the

billing service, as likewise recited in amended claim 56, Bartoli et al., imposes as an additional pre-condition that the customer also must first have registered with the same billing service as the subscribing vendor in order to shop with the particular vendor. See, e.g., Bartoli et al., Col. 4, line 37-Col. 5, line 44; Col 7, lines 6-28.

- Watson fails to remedy the deficiencies of Bartoli. On the contrary, instead generating details of the payment instrument for the transaction that consist of at least the payment amount for the transaction and a unique identification number for the transaction embedded with a bank identification number of the customer's bank's credit card authorization server for routing the request for authorization to said customer's bank's credit card authorization server; that the request for authorization of the transaction for the customer according to the payment instrument details is received by said customer's bank's credit card authorization server; and that the transaction with the vendor is authorized for the customer by said customer's bank's credit card authorization server, as recited in amended independent claim 56, Watson consistently and repeatedly asserts that the only bank identification number utilized in its system and method is the merchant's acquiring bank's bank identification number (See, e.g., Watson, Col 1, lines 27-28, 31-36, and 47-51; Col 5, line 61-Col 6, line 7; Col 6, lines 44-48; Col 9, line 66-Col 10, line 5; Col 11, lines 1-4 and 18-24; Col 12, lines 9-11; and Col 13, lines 29-34.).

The claimed combinations recited in amended independent claim 56 are not taught or suggested by Bartoli and/or Watson, either separately or in combination with one another. Because the cited references, either alone or in combination, do not teach the limitations of amended claim 56, the Examiner has failed to establish the required *prima facie* case of unpatentability. See In re Royka, 490 F.2d 981, 985 (C.C.P.A., 1974) (holding that a *prima facie* case of obviousness requires the references to teach all of the limitations of the rejected claim); See also MPEP §2143.03.

Regarding independent claim 58, Lineham and/or Bartoli fail to teach or suggest the claimed invention either separately or in combination with one another in at least the following respects:

- Instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 58, Linehan teaches an issuer gateway that sends the merchant an authorization token that includes a secondary account number linked in a database at the issuing bank to the customer's real credit card number. See, e.g. Linehan, Col. 4, lines 30-40; Col. 10, lines 49-67.
- Bartoli fails to remedy the deficiencies of Lineham. On the contrary, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the vendor must have entered a billing agreement with a billing service, as recited in amended claim 58, Bartoli imposes as a prerequisite for performing an on-line transaction by a customer that the on-line vendor must first have entered a billing agreement with a billing service before any customer can shop with the vendor (See, e.g., Bartoli et al., Col. 5, lines 47-50; Col 7, lines 6-28).
- Further, instead of a method for performing an on-line transaction with a vendor using a single-use payment instrument in the absence of a billing service in which the transaction with the vendor is authorized for the customer without imposing as a prerequisite for the on-line transaction that the customer must have registered with the billing service, as likewise recited in amended claim 58, Bartoli et al., imposes as an additional pre-condition that the customer also must first have registered with the same billing service as the subscribing vendor in order to shop with the particular vendor. See, e.g., Bartoli et al., Col. 4, line 37-Col. 5, line 44; Col 7, lines 6-28.

The claimed combinations recited in amended independent claim 58 are not taught or suggested by Lineham and/or Bartoli, either separately or in combination with one another. Because the cited references, either alone or in combination, do not teach the limitations of amended claim 58, the Examiner has failed to establish the required *prima facie* case of

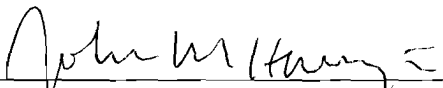
unpatentability. See In re Royka, 490 F.2d 981, 985 (C.C.P.A., 1974) (holding that a *prima facie* case of obviousness requires the references to teach all of the limitations of the rejected claim); See also MPEP §2143.03.

Conclusion

In view of the foregoing amendment and these remarks, each of the claims remaining in the application is in condition for immediate allowance. Accordingly, the examiner is requested to reconsider and withdraw the rejection and to pass the application to issue. The examiner is respectfully invited to telephone the undersigned at (336) 607-7318 to discuss any questions relating to the application.

Respectfully submitted,

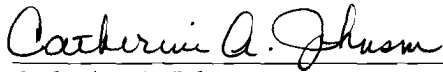
Date: 8/1/07


John M. Harrington (Reg. No. 25,592)
for George T. Marcou (Reg. No. 33,014)

Kilpatrick Stockton LLP
607 14th Street, NW, Suite 900
Washington, DC 20005
(202) 508-5800

Certificate of Electronic Filing

I hereby certify that this correspondence is being electronically filed with The United States Patent Office via EFS Web, on August 1, 2007


Catherine A. Johnson